REQUEST FOR BIDS

CUSTOM OFFICE BUILD-OUT AT CITY OF MARIETTA POLICE DEPARTMENT

RFB-23-048907



CITY OF MARIETTA
PURCHASING DIVISION
205 Lawrence Street
Marietta, Georgia
30060

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ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Friday, April 14, 2023 for the following:

CUSTOM OFFICE BUILD-OUT AT CITY OF MARIETTA POLICE DEPARTMENT

RFB-23-048907

All bid requirements shall be in accordance with Requirements / Specifications (Pages S-1 through S-3) dated February 23, 2023 and attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 11:00 AM., Friday, April 14, 2023 at the City of Marietta Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 MANDATORY PRE-BID CONFERENCE

There will be a Mandatory Pre-Bid Conference to be held on Wednesday, March 29, 2023 at 1:30 P.M. The meeting will be held at City Hall, Purchasing Division, 1st Floor, 205 Lawrence Street, Marietta, Georgia 30060. Parking deck is attached to City Hall building. Please bring in ticket for validation to park free. The purpose of the conference is to review the specifications and familiarize the bidders with the scope of work. This conference is mandatory and only registered attendee's bids will be accepted.

ARTICLE 4 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

ARTICLE 5 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through the City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Division at (770) 794-5257 72 hours prior to bid due date to determine if any addenda were issued and to make sure such addenda is a part of their bid. EACH BIDDER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH BID.

ARTICLE 6 USE AND CLARIFICATION OF DRAWINGS OR SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications.

If there are any discrepancies in, or omissions from, the Specifications and Service Bid, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Division. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bid. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The bidder shall provide appropriate proof of an Occupational Tax License.

ARTICLE 8 SEALED & MARKED

THREE (3) ORIGINAL SIGNED BIDS AND THREE (3) COPIES OF YOUR BID SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:

REQUEST FOR BID

RFB-23-048907

CUSTOM OFFICE BUILD-OUT AT CITY OF MARIETTA POLICE DEPARTMENT

and addressed to:

City of Marietta, Purchasing Division 205 Lawrence Street Marietta, Georgia 30060 Attention: Rick Churbock, CPPB

ARTICLE 9 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 10 BID EXPENSES

All expenses for making bids to the City of Marietta are to be borne by the bidder.

ARTICLE 11 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 15.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other BIDDER or to any competitor;
- 15.3 No attempt has been made or shall be made by the BIDDER to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 15.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

Owner shall notify the successful bidder of its acceptance of the bid by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such bidder as stated in the bid.

ARTICLE 18 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted with attached City forms. <u>BIDDERS SHALL SUBMIT BID DOCUMENTS</u>, <u>ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID WITH ORIGINAL SIGNATURES WHERE APPLICABLE.</u>

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled <u>"EXHIBIT B"</u> Providing there has been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 19 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 21 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 22 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a through evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 23 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE. 25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Division of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 26 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is strongly suggested that the attached Drug Free Workplace Form (Exhibit A) be signed and returned to this office with the bid. In the event of a tie bid, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 29 INSURANCE, INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Worker's Compensation Insurance

Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury \$1,000,000 per person

\$1,000,000 per occurrence

Property Damage \$1,000,000 per person

\$1,000,000 annual aggregate

III. Automobile Liability Insurance including:

\$1,000,000 combined single limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. <u>LIMITATIONS OF LIABILITY</u>

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 30 BID GUARANTEE

The City of Marietta shall request the following for bids in excess of Forty Thousand Dollars (\$40,000.00).

30.1 BID BOND

Each bid shall include a bid bond or cashier's check in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 90 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with the City of Marietta in accordance with the bid. Bid guarantee shall be returned after the City and the accepted Bidder have executed the contract agreement. Checks to be made payable to: The City of Marietta.

30.2 PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish the City a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

30.3 PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish the City of Marietta a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

EXHIBIT A

DRUG FREE WORK PLACE CERTIFICATION

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in the subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

above requirements.	
COMPANY NAME	AUTHORIZED SIGNATURE

As the person authorized to sign this statement, I certify that this firm complies fully with the

EXHIBIT B

ALTERATIONS / EXCEPTIONS

SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identifica	ation Number			
Date of Authorization				
Name of Contractor				
Name of Project				
Name of Public Employer				
I hereby declare under penalty of perjury that the foregoing is true and correct.				
Executed on,, 202 in	_(city),	_(state).		
Signature of Authorized Officer or Agent				
Printed Name and Title of Authorized Office	cer or Agent			
SUBSCRIBED AND SWORN BEFORE M ON THIS THE DAY OF				
NOTARY PUBLIC				
My Commission Expires:				

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of subcontractor) on behalf of
THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
Federal Work Authorization User Identification Number
Date of Authorization
Name of Subcontractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on,, 202 in(city),(state).
Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,202
NOTARY PUBLIC
My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with
O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is
engaged in the physical performance of services under a contract for
(name of subcontractor or sub-
subcontractor with whom such sub-subcontractor has privity of contract) and
(name of contractor) on behalf of THE CITY OF MARIETTA,
GEORGIA has registered with, is authorized to use and uses the federal work authorization
program commonly known as E-Verify, or any subsequent replacement program, in accordance
with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore,
the undersigned sub-subcontractor will continue to use the federal work authorization program
throughout the contract period and the undersigned sub-subcontractor will contract for the
physical performance of services in satisfaction of such contract only with sub-subcontractors
who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §
13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this
affidavit to (name of subcontractor or sub-
subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the
undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-
subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-
subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work
authorization user identification number and date of authorization are as follows:
Federal Work Authorization User Identification Number
Date of Authorization
Name of Sub-subcontractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on,, 202 in(city),(state).
Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,202
NOTARY PUBLIC
My Commission Expires:
my Commission Explics.

EXHIBIT D

SCOPE OF WORK:

CUSTOM OFFICE BUILD-OUT AT CITY OF MARIETTA POLICE DEPARTMENT

RFB-23-048907

This project entails building four (4) new offices on the second level of the Marietta Police Department (uniform patrol), with internal dimensions of 8'x11'4" (see attached).

Scope of Work

Principal Construction:

- This will require the construction of eight (8) new walls, doors/door frames and all associated hardware, paint, and finishing.
- The offices will need to be wired with light switch or occupancy switch, electrical outlets, phones outlets, conduit & string for data, ethernet (Cat 5, Cat 6 cable located in the subfloor).
- Ceiling, lighting and ventilation will need to be relocated/rewired.
- Overhead fire suppression will need to be relocated/reworked. Each office will require an overhead fire suppression system.
- Panic Alarm for Front Desk/Court will need to be relocated from current wall.
- ADA audio/visual Fire alarm will need to be relocated from current wall.
- HVAC control will need to be relocated from current wall.

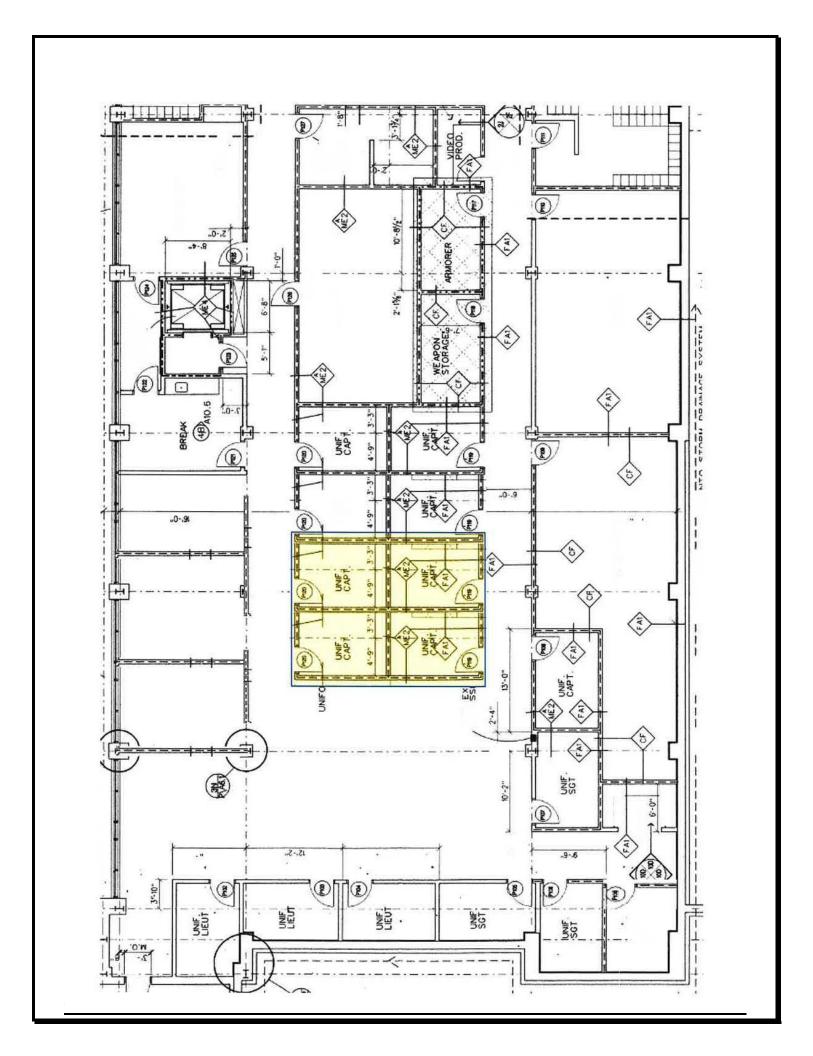


EXHIBIT D



CITY OF MARIETTA/BOARD OF LIGHTS AND WATER

CUSTOM OFFICE BUILD-OUT AT CITY OF MARIETTA POLICE DEPARTMENT

RFB-23-048907

DESCRIPTION

TOTAL PRICE

1.	1	LOT	Total project cost for all labor, permits, equipment, materials, etc. to perform the Custom Office Build-out at City of Marietta Police Department	\$		
Total nu	Total number of days to complete the project					
Bid submitted by:						
Company Name:						
Address:						
City, State, and Zip:						
Authorized Signature:						
Print Name and Title:						
Telephone:						
Email:						
Date:						

ITEM

NO.

QUANTITY

UNIT

MEASURE